

**II.
JURISDICTION AND VENUE**

5. Paragraphs 5, 6 and 7 of the Complaint contain legal conclusions to which no response is required.

**III.
BACKGROUND**

6. Defendants deny the allegations in Paragraph 8 of the Complaint.

7. Defendants deny the allegations in Paragraph 9 of the Complaint except admit that Gemini Master Fund and BME each purchased a Convertible Note (the “Notes”) and Common Stock Purchase Warrant (the “Warrants”) issued by OxySure pursuant to a Securities Purchase Agreement (the “SPAs”) dated May 19, 2015.

8. Defendants deny the allegations in Paragraph 10 of the Complaint.

9. Defendants deny the allegations in Paragraph 11 of the Complaint, except admit that Gemini delivered an Exercise Notice to OxySure on November 25, 2015.

10. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 12 of the Complaint.

11. Defendants deny the allegations in Paragraph 13 of the Complaint, except admit that Section 3.6 of the Warrants contain a cashless exercise provision.

12. Defendants deny the allegations in Paragraph 14 of the Complaint, except admit that Gemini Master Fund and BME each delivered a valid Exercise Notice stating they wished to exercise on a cashless basis all of their respective Warrants.

13. Defendants deny the allegations in Paragraph 15.

14. Defendants deny the allegations in Paragraph 16.

15. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 17 of the Complaint.

16. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 18 of the Complaint.

17. Defendants admit the allegations in Paragraph 19.

**IV.
CAUSES OF ACTION & REMEDIES**

18. Paragraphs 21, 22, 23, 24 and 25 contain legal conclusions to which no response is required.

**V.
AFFIRMATIVE DEFENSES**

Subject to and without waiving Defendants' denial of Plaintiff's allegations, Defendants further plead the following affirmative defenses pursuant to Fed. R. Civ. P. 8(c):

19. Plaintiff's claims are barred, in whole or in part, because the Complaint and the causes of action asserted therein fail to state a claim upon which relief may be granted.

20. Plaintiff's claims are barred, in whole or in part, by waiver.

21. Plaintiff's claims are barred, in whole or in part, by laches.

22. Plaintiff's claims are barred, in whole or in part, by estoppel.

23. Plaintiff's claims are barred, in whole or in part, by Plaintiff's unclean hands.

24. Defendants give notice that they intend to rely upon such other affirmative defenses as may become available or apparent during the course of discovery, and thus reserve their right to amend their answer and affirmative defenses.

Dated: August 11, 2016

Respectfully submitted,

DLA PIPER LLP (US)

By: /s/ Eliot T. Burriss

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CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the foregoing has been served via electronic service on all counsel of record on this 11th day of August, 2016.

/s/ Eliot T. Burriss

Eliot T. Burriss